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ABSTRACT

This study compares the manner in which employment relations problems are resolved at institutions with collective bargaining contracts and those without such contracts. It also describes how collectively bargained agreements in general have resulted in the development of more formal conflict-resolution mechanisms in all sectors of higher education. An analysis and descriptive summary of grievance procedures at contract and noncontract institutions is provided. It is concluded that the reliance on formal authority is greater and grievance procedures more frequent in collective bargaining situations than in nonbargaining situations; however the trend is for the broader rules of public labor relations to move through all sectors of the higher education community. The need is underscored for continuing study of different approaches to managing employment relations conflicts. Both contracting and noncontracting institutions are urged to keep thorough records of all bargaining efforts so that longitudinal studies can be performed to provide a basis for a completely systematic analysis that is not possible at the present time. (Author)

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# Conflict and Collective Bargaining

David W. Leslie

1975

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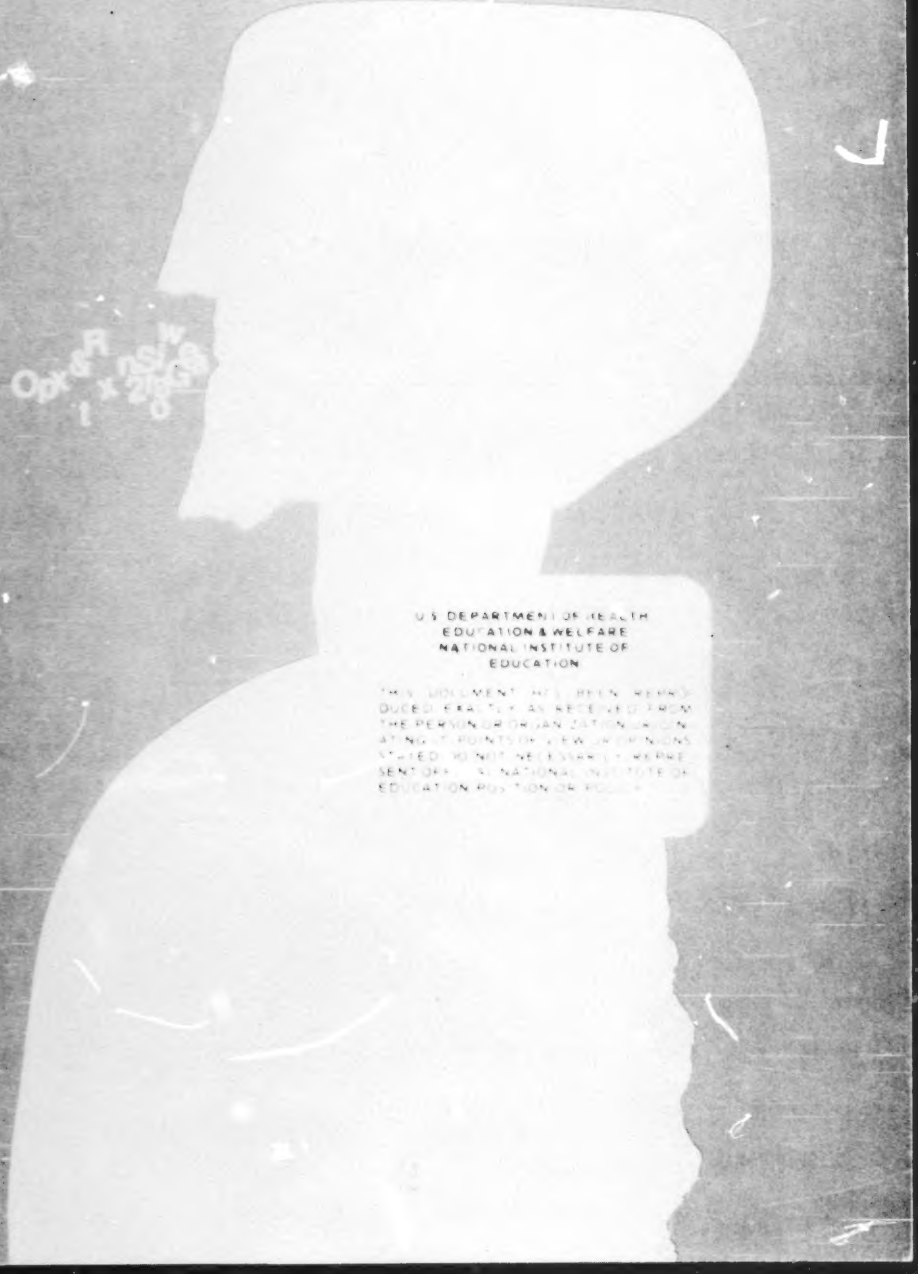

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**Conflict and Collective Bargaining**

**David W. Leslie**

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Research Report No. 9
1975

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## Foreword

This study compares the manner in which employment relations problems are resolved at institutions with collective bargaining contracts and those without such contracts. It also describes how collectively bargained agreements in general have resulted in the development of more formal conflict-resolution mechanisms in all sectors of higher education. An analysis and descriptive summary of grievance procedures at contract and noncontract institutions is provided. It is concluded that the reliance on formal authority is greater and grievance procedures more frequent in collective bargaining situations than in nonbargaining situations; however the trend is for the broader rules of public labor relations to move through all sectors of the higher education community. The need is underscored for continuing study of different approaches to managing employment relations conflicts. Both contracting and noncontracting institutions are urged to keep thorough records of all bargaining efforts so that longitudinal studies can be performed to provide a basis for a completely systematic analysis that is not possible at the present time. The author, David W. Leslie, is an assistant professor of education at the University of Virginia at Charlottesville.

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## Preface

The report that follows summarizes a study undertaken in the fall of 1973 with the support of a grant from the National Institute of Education. The spirit of the project was exploratory, and its goals essentially descriptive. While hypotheses are *pursued*, they are not, in the usual fashion, "tested."

It was astonishing to us that data on grievance processing in higher education is as sparse and as unreliable as we found it to be. However, the recently published work of Peach and Livernash,[1] reporting on a field study of grievance processing in the steel industry, serves as a reminder that the basic technique of grievance processing is responsible for the sparsity of data. Grievance procedure is normally a low-level, informal, and anonymous process of mutual accommodation. Its place in the array of conflict-mitigating techniques an organization might employ is precisely that of reaching settlements off the record and out of the limelight. Accordingly, records of initial grievance pursuit are virtually impossible to compile across a broad sample of institutions. We have chosen from among reports we solicited according to our own best judgment of their reliability, and the reader is urged to accept our results as tentative and perhaps thought-provoking, but not as definitive.

Persistent labor and dogged pursuit of "closure" during various phases of this study have been the invaluable contributions of Gene Hobson and Thomas De Priest, both graduate students at the University of Virginia whose work centered on this study for the better part of a year. Special notice is due the work of Ronald P. Satryb, whose thorough analysis of grievance processing under the SUNY contract was both illuminating and insightful. In that study lay both data for the present effort and certain building blocks in the conceptual foundation we have employed. While our debt to these people is great, we of course do not in the process of acknowledgement shift any of the burdens of responsibility for the shortcomings of this report to their shoulders.

David W. Leslie

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[1]Peach, David and E. Robert Livernash. *Grievance Initiation and Resolution: A Study in Basic Steel.* Boston: Division of Research, Graduate School of Business Administration, Harvard University, 1974.

## Overview

This study compares the way employment relations conflict is managed in two groups of colleges and universities: (1) those presently involved in collective bargaining relationships with faculty, and (2) those operating in a more traditional mode of faculty employment relations. The two sets of institutions are matched, pertinent documents assembled, and a survey of experience in each group undertaken. Grievance and similar procedures are analyzed.

The principal findings of the study can be listed as follows:

(1) Procedures in contracts are a means to enforce and administer the collective bargaining agreement. Procedures at noncontract institutions are more often designed as general conflict resolution mechanisms.

(2) Collectively bargained contracts introduce rights for the bargaining agent in the processing of grievances. A third party's interests are added to the mix of issues in a given case.

(3) Grievance procedures and due process mechanisms differ in structure, goals, and issues they are intended to handle.

(4) Contract procedures introduce arbitration as the final step in grievance resolution.

(5) Noncontract procedures involve more peer review than do procedures in negotiated agreements.

(6) Different unions approach grievance resolution in different ways, and local institutional conditions play a significant role in determining the arbitration methods used.

(7) Use of formal procedures for resolving conflict is higher at institutions that have negotiated contracts in force.

(8) Arbitration of faculty grievances has occurred only rarely. It has been far more frequent, though, in the bargaining sector than in the nonbargaining sector, more frequent in the public sector than in the private sector, and more frequent at multicampus institutions.

(9) Institutions in the nonbargaining sector that have adopted procedures similar to those found in the bargaining sector tend to be larger, more frequently under public control, more frequently located in the northeastern states, and more frequently offer the baccalaureate or doctorate as their highest degree.

(10) State legislation is increasingly structuring the management of conflict between faculty and their employing institutions.

In general, this study confirms the view that secular, more universal type procedural rules are gradually seeping into academic practice. Collective bargaining seems to represent the beginning of a more general wave of change that affects all sectors and types of institutions to some extent. A number of policy issues need attention as adoption of these new modes of faculty relations proceeds. The following topics emerged with special clarity from the findings and analysis in the present study:

- The limited scope of most grievance procedures (and similar mechanisms) makes it clear that they cannot serve to manage the full range of conflict in academic institutions. Alternative means must be cultivated and maintained to assure institutional tranquility.
- If formal dispute resolution mechanisms are adopted, reliance should still be placed on informal adjustment wherever possible.
- Designing a formal procedure requires attention to the place of peer review, the number of steps required in the appeals ladder, and the nature of top-level administrators' involvement. The goals of the larger process need to direct decisions on these questions: essentially the structure should provide both prompt and equitable relief.
- The separate goals of grievance procedures and due process mechanisms should guide the development of separate mechanisms to handle the differing requirements of these procedures.
- The place of bargaining agents' rights in conflict situations must be considered. Most negotiated contracts provide for some role for the agent, and thus introduce a third party to the adjustment process. How that interest might best be accommodated should be a matter for discussion during negotiations.
- Arbitration can be included in grievance procedures without posing an unreasonable threat to institutional autonomy. Careful circumscription of the arbitrator's powers and informal compromises at the early stages of conflict resolution can maintain the internal control traditionally defended in academic communities.

Finally, two basic thrusts for future research are posed: careful analysis of the process of grievance resolution is due. This analysis should emphasize the operation of informal stages of adjustment, the issue pattern that occupies the procedure, the roles of unions, arbitrators, and courts, and the efficiency of the process in reaching conclusive resolutions. The second research direction emphasizes strategy: longitudinal study should begin in the early stages of collective bargaining relationships so that trends and new developments will be clearer. We especially urge individual institutions to keep and maintain valid and thorough records to make subsequent analysis possible.

## Introduction

The goal of this study was to examine the impact of collective bargaining upon ways in which faculty-institution conflict is managed in American higher education.

Collective bargaining represents a new and widespread way for faculty and institutions of higher education to reach agreement about employment policies and relations. In February 1975, collectively bargained agreements covered faculty at 195 institutions (Kelly 1975). And by September 1975, 24 states provided bargaining rights to at least some faculty in their public institutions of higher education. In both cases—the number of agreements in force and the availability of the right to bargain—collective bargaining has made steady headway during the past ten years, and it shows every sign of continuing its spread. Accordingly, this study was designed as a preliminary descriptive effort to understand some of the changes and developments that might accompany this new mode of academic employment relations.

Specifically, attention was focused on the provisions in collective bargaining agreements for the management of conflict between individual faculty and their employing institution. This approach was premised upon the assumption that the way in which a social system resolves (or manages) its internal conflicts is a key element in its stability and productivity. Academic employment relations have long been a matter of intense concern to colleges and universities, as well as to the academic profession at large. The emergence of the American Association of University Professors (AAUP) in 1915, and its continuous efforts to define and defend faculty rights is representative of this concern. Clearly, some of the most explosive campus issues of the past ten years have resolved around problems of academic freedom, tenure, and allied personnel questions. The imminent problems of retrenchment facing many institutions make it certain that conflict over personnel issues will only intensify in the coming years.

Thus, the rationale behind this study emphasizes the role collective bargaining might play in a potentially divisive area. Management of conflict in employment relations is assumed to be crucial to the continued stability and internal integrity of the academic process.

Specific questions for study were derived from expectations

generally articulated by current observers of or participants in the bargaining relationships that have been established. In general, this study took as its goal the examination of these expectations for their validity. Very little in the way of empirical analysis has previously been done on these problems, and the data and analyses below are intended to establish both baseline information and the relative validity of some major predictions concerning the impact of collective bargaining on conflict resolution.

The basic research strategy was to identify the population of colleges and universities currently operating under negotiated agreements and match them with a set of nonbargaining institutions on a series of gross characteristics. Comparisons were then undertaken between the two sets of institutions with respect to the way they handled faculty employment conflicts and with respect to the experience the two sectors had in processing these conflicts. Separate analyses within each sector explored some of the differences among institutions that were not due to the bargaining-nonbargaining distinction.

The text of the report first outlines the importance of conflict management and discusses basic patterns of conflict and its resolution in higher education. Questions for study are derived from a summary of current experience and thought. The design of the study is presented and results are described. A concluding section emphasizes the central findings, policy questions, and research directions.

## Review of Related Studies

The tasks of this section are briefly to establish the importance of conflict management as a central element in social system stability and productivity, to review the problem of conflict in academic institutions, and to discuss a range of hypotheses concerning the impact of collective bargaining on conflict management in higher education. Questions for study are drawn from these sections.

*Conflict Management in Social Systems and Organizations*

This study begins with the premise that conflict is both endemic to all social relations and specific in its forms within academic organizations. It is not necessary to provide an extended view of either point, as prior theoretical and empirical work accomplishes this rather well.

Lewis Coser's (1956) work is perhaps exemplary in the school of sociology. Coser treats conflict as both natural and functional in the life of social systems. He places the roots of conflict in competition for scare resources and power and suggests that the dynamics of the conflicting relationship will depend upon the social structure in which it occurs. These views are representative of those set out in other theories of conflict (Boulding 1957; Dahrendorf 1958).

While conflict is natural and universal, in the perspective adopted here it is not without its dysfunctional or threatening aspects. Civil wars and other forms of intrasystem violence erupt with sufficient frequency to emphasize this point. The question raised is whether such dysfunctional conflict actually represents a breakdown of the system or a breakdown of the means for dealing with the conflicts that do arise. It is clear that the latter precedes the former in many cases, and this causes us to emphasize the importance of mechanisms for conflict management.

Briefly, there are several important theories about the management of conflict that can guide our thinking. Dahl argues that the options facing conflicting parties are three: deadlock, coercion, or peaceful adjustment (1963, p. 73). Obviously, withdrawal or escape is another option, but the importance of conflict resolution is inversely proportional to the ability of parties to withdraw in the first place. Thus, this option needs little attention. Deadlock is an undependable solution and unstable as well because nothing more than simple accept-

ance of existing realities guarantees it. Coercion, as Dahl takes great pains to demonstrate, is both costly and not a guarantee of anything more than short-term adjustment. Thus, only when a system is constructed that "encourage(s) consultation, negotiation, the exploration of alternatives, and the search for mutually beneficial solutions," is the peaceful adjustment option available (Dahl 1963, p. 77). Boulding views the law and institutions of government as such a system. Basically, the function of a conflict management system is to prevent the accumulation of tensions, to resolve specific conflicts at the point of open manifestation, and to drain off the interest of temporarily involved individuals in further conflict (Kerr 1954; Lipset 1960).

How any given mechanism will operate to accomplish these goals is, naturally, a matter of the culture of the particular social system. Procedural methods seem to dominate in secular Western democracies, while other methods prevail in more traditional Eastern cultures, and still different approaches characterize tribal or primitive societies. Pruitt (1972) has suggested a useful taxonomy of approaches composed of two major classes: bargaining and norm-following. He subdivides norm-following into three levels of norms that govern the adjustment process:

> *content-specific rules*, which specify the appropriate solution for the type of issues in question; *equity rules*, in which the dispute is settled on the basis of some interpretation of the notions of fairness or reciprocity; and *mutual responsiveness*, in which each party makes concessions to the extent that the other party demonstrates its need for these concessions (Pruitt 1972, p. 134-135).

Bargaining, unless regulated as labor-management relations are, tends to involve the use of power, although it can probably be successfully classified as a mutual adjustment mechanism that falls short of overt coercion. Norm-following will often involve the intervention of a third party charged by society with the protection and equitable application of relevant norms. So the courts and less formal institutions, such as fact-finders, mediators, and arbitrators, become important agents in systems that are mature enough to have dependable norms for conflicting parties to follow.

As fundamental conflict conditions in higher education, such as the current economic and recent political crises, increase in scope and importance, the integrity and performance of the system's means for handling the conflict become proportionally more crucial to the survival of the system itself. Thus, while a crisis situation in higher education may focus attention on problems of economic support or

presidential search, maintenance of the institution's system for allocating value and adjusting grievances is also of major significance in ensuring long-term stability. Understanding how colleges and universities manage their most salient conflicts is therefore important in the present context for obvious reasons.

One factor that makes this understanding more imperative is the increasing trend to impose norms on the conflict resolution process. When internal systems fail to adjust inequities and grievances, complainants increasingly have turned away from the academic community and toward the broader, secular political system for guidance and norm enforcement. So Talcott Parsons has observed:

> These circumstances essentially make the academic system an integral part of the generally pluralistic society, with its egalitarian strains, and its commitments to equality of opportunity as well as equality of basic citizenship rights, its universalistic legal system, its modified version of free enterprise, and its liberal political system (Parsons 1968, p. 188).

The shifting of norms and standards for both substance and procedure to external authority has been viewed as costly in many respects. Fears that the academic community will lose its traditions of professional excellence and autonomy (Carr and VanEyck, 1973) and apprehensiveness about the raw costs in money and manpower of providing due process, professional negotiating teams, and legal defense (Duryea and Fisk, 1973) seem somewhat justified on the basis of experience.

While the costs may be clear, similar knowledge of the benefits of this shift toward external authority and secular norms is not presently organized. Nor is it even clear what criteria should be applied in assessing the benefits. For example, is defense of one student's (or professor's, or administrator's) right to free speech worth institutional disruption? Or is stability the goal to be sought above all else? How compatible are the goals of individual rights and institutional interests in the first place? If there were clear answers to these questions in the cultural norms and imperatives, the research and policy formation tasks would be simple. As matters stand, however, there is continuing philosophical argument over these questions, as there has been for centuries. All that seems reasonable to attempt at this stage is a descriptive analysis of what sort of behavior accompany the current shift to more universal modes of conflict resolution within academe.

*Conflict in Higher Education*

Persistent conflict between faculties and institutions of higher education seems to have stemmed from certain revolutionary developments that had their roots in the 19th century. The scientific, industrial, and democratic movements of the last century led colleges to new goals and practices, as well as to new clienteles and functions, that were radically different from those so rigidly accepted in earlier years.

Out of this shifting in concept about the proper goals, functions, and practices of higher education emerged a basic debate over the proper role for faculty. From their subservient position vis-á-vis institutional authority and sectarian doctrine, the faculty began to emerge as a class of worldly and scholarly professionals. German training, the cosmopolitan camaraderie of emergent professions, and the new media of professional journals apparently led faculty to a concept of their role that put them forever at odds with institutional creeds and expectations. Knowledge rather than students, science rather than religion, power rather than piety, and intellectual freedom rather than institutional loyalty outlined the shift in the faculty's collective personality structure (Metzger 1955; Rudolph 1962; Veysey 1965).

By the early 1900's, an extended period of bargaining had begun over the rights, responsibilities, and appropriate role for faculty. The American Association of University Professors (AAUP), a newly emergent professional interest group, was formed in 1915, and negotiated with institutional interest groups, such as the Association of American Colleges (AAC) and the American Council on Education (ACE), over succeeding decades with respect to appropriate norms for faculty relations (Joughin 1969).

These norms were, and remain, the prime set of collective standards for faculty and institutional behavior governing the major conflicts between the two sets of interests. Implict is the recognition that differences of interest do in fact exist. Faculty and institutions of higher education cannot withdraw from each other, but they do have to face inevitable conflict over economic security, academic freedom, working conditions, and institutional government. There have, however, been profound social, economic, and political changes in the purpose, function, and culture of the university since this norm-articulation process began in the 1920's. State and federal support of both institutions and faculty (not to mention students) have introduced new power equations into old relationships. A massive expan-

sion of institutions with the post-war influx of students pluralized and secularized colleges and universities in short order. And the university in the middle of this process became a more loosely defined and controlled battlefield on which forces with competing interests and ideologies fought over resources and control. In consequence, as Daniel Bell has pointed out:

> to the extent that the university is part of the society, it is subject to forces beyond is control; but there has also been a specific loss of trust (among constitutents) because of the increasing amorphousness of the institution itself, for the question constantly asserts itself: to what and to whom does one owe loyalty? (Bell 1971, p. 154).

Agreement over ends and processes declined, and conflict became increasingly open and coercive during the 1960's.

Thus, recent years have seen new bursts of norm-seeking as academic institutions and the various interests groups that populate them have attempted to reach new agreements on the appropriate rules by which to relate to one another. In some cases this has meant looking outward to the broader society for rules, which has occasionally meant the application of constitutional standards. In other cases this has meant the resort to increasingly coercive relationships and the emergence of collective bargaining between faculty and institutions.

*Rationale for the Present Study*

Two points have been established. The importance of conflict management to the stability and productivity of social systems has been outlined. Similarly, the basis of increasing conflict within academic institutions has been explored and the attendant decay of normative solutions to those conflicts has been briefly noted. As faculty and institutions increasingly begin to bargain with one another to reach strategic solutions to their most pressing conflicts, we should observe the kinds of solutions they choose. More specifically, because bargaining can be interpreted from one point of view as behavior that occurs in the absence of norms that regulate the voluntary behavior of parties toward each other, the kinds of changes in the relationship that bargaining introduces are of special interest.

Two kinds of effects are likely. One class of effects will be on the definition of equity, and on the content-specific expectations each side has of the other. Thus, we expect to find clauses dealing with salaries and fringe benefits as well as clauses that define workload, hours, provisions for office supplies and supporting services and the like. But a second class of effects will lie in the way the parties agree

to handle disputes over the meaning of these norms as well as disputes over issues not defined in the contract.

It is in this second area that most observers of collective bargaining agree that the important parts of contract administration exist (Carr and VanEyck 1973, p. 216). Here, normally through the provisions of a grievance procedure, the two sides test each other in a continuing probe for definition of their relationship.

So the analysis of collective bargaining agreements is important on two levels. First, what kinds of equity and specific behavioral expectations are established as a result of bargaining, and, second, how do the parties agree to handle continuing conflict.

This study has focused only on the second area, asking essentially what difference the bargaining relationship has made in the procedures used to resolve continuing conflict. No attempt has been made to observe the sources of conflict that persist beyond a contractural agreement. Rather, a narrow attempt has been made to study only the structure of grievance procedures, with a supplementary effort to determine the extent to which these procedures have actually been used. The grievance procedure is not the only means for conflict management under a contract. "Meet and discuss" sessions and other provisions are also used to a greater or lesser extent. But the grievance procedure, as a universal element of collective bargaining agreements (all of our analyzed contracts contained one), and as an important device in the administration of a contract, was used as a measuring stick. It seems to be the single most prominent device introduced through bargaining, although the data show it has also appeared in institutions not in a bargaining relationship with faculty.

*Conflict Management under Collective Bargaining*

A series of basic questions for study and assumptions about what might emerge in the way of trends will be posed in this section.

First, collective bargaining is usually a process regulated (in the public sector) by state law and by state administrative agencies. Grievance processing in contract language is sometimes stipulated or regulated by statutes or rules. Thus, one problem for study is to describe the range and nature of state laws affecting dispute settlement in public employee contracts. A similar problem is presented by the existence of state regulated grievance processing for public employees even where no negotiated contract is in force. To some extent we can perceive the outlines of a general trend toward the centrally con-

trolled processing of all public employee grievances regardless of the presence or absence of collective bargaining.

A second area of concern to observers of developing bargaining relationships rests with the role of *external* sources of power and authority in resolving disputes. This concern has two principal parts: (1) the role of unions themselves, and (2) the role of agents, specifically courts and arbitrators, with powers to make binding decisions.

The question regarding unions can be simply stated, but really has a number of components. The special interests and sources of power labor organizations bring to the conflict resolution process are many. No longer are disputes conducted merely between single faculty members or even groups of similarly situated faculty. A very large proportion of effective contracts explicitly protect the *union's* right to participate in the grievance process independently of the individual grievant's desires or interests. While most grievance procedures protect the individual's right to file and appeal his own case, many also restrict appeals beyond a certain level to the union's decision. In a number of cases, only the union (or the institution) can invoke arbitration. So the issue becomes one of how individual unions approach (1) the negotiation of a grievance procedure and the elaboration of their own rights within its provisions, and (2) the use of the procedure once it is in effect.

There is substantial speculation and some research reported in the literature on the differences and varying approaches of the several major organizations currently representing faculty in higher education (Mortimer and Ross 1975). A detailed look at varying characteristics of the unions on a national level is presented by Carr and Van Eyck (1973). No recapitulation in detail is necessary, but a brief statement of expectations should be presented. The American Federation of Teachers (AFT) is the most militant and labor-oriented of the three major organizations. It is affiliated with the AFL-CIO, accepts the legitimacy of the strike, and views faculty-institution relations as fundamentally adversary. Shared and professionally based authority seem alien concepts to the AFT, academic traditions notwithstanding. On the opposite end of the continuum is the American Association of University Professors (AAUP), the traditional representative of the norms of academic professionalism. Collective bargaining was not something the AAUP willingly or readily embraced as a legitimate mode of faculty-institution relations. Rather, the AAUP has been a traditional advocate of full participatory rights for faculty in in-

stitutional governance. Their position in support of a shared responsibility for the enterprise of higher education put them in opposition to the concept of the inherently adversary relationship between "management" and "labor" or administration and faculty as seen through the philosophical position of the AFT. So, as the AFT advocated bargaining, the AAUP advocated a strong senate in which authority would be shared between the principal custodians of the academic community.

The National Education Association (NEA) has had a mixed history on the issue of collective bargaining. It originally opposed it, was later more or less forced to accept it or lose membership and finally adopted a position in favor. In many ways, the NEA took a position for public school teachers quite analogous to that of the AAUP for professors. Its extremely large size gives it economic resources with which to pursue the bargaining role much more effectively than the AAUP, which in recent years has been in difficult straits economically, and which has been losing membership as well (Carr and Van Eyck 1973; Garbarino 1975, p. 88).

The NEA and the AFT have merged in some areas and this joint organization represents a number of faculty bargaining units. No specific predictions are offered regarding this merged representative, but cognizance is taken of special patterns that may emerge as an effect not so much of the two organizations in tandem as of the interaction between the two formed out of the merger.

Finally, a number of faculty units have elected to have a local, unaffiliated agent represent them at the bargaining table. This is an infrequently selected option, and seems to have occurred primarily in the private sector. The character of local independent agents is not readily discernible, but can probably be viewed as a rejection of the more overt forms of unionism. Some strong reasons must arguably exist for a faculty to reject the obvious advantages of electing an experienced, professional, and powerful agent, and it is not always clear why faculty have done so. As in the case of the NEA-AFT merger, we offer no specific hypotheses as to the effect of independent agents on the conflict resolution process. Our initial suspicions merely consisted of a vague supposition that independent agents would fall somewhere to the conservative side of the AAUP if they differed at all.

In sum, we expected to find substantial differences among the structures of grievance procedures negotiated at least by the three major organizations. The AFT procedure should look more like a

strict adversary proceeding; the AAUP procedure should represent a considerable measure of shared responsibility. The NEA should fall between these extremes. One would further expect the AFT to be an active grievant, to pursue grievances through the appeal levels, and to work to overturn administrative decisions by arbitration. The AAUP, one might expect, would place considerable emphasis on resolving conflicts informally, thus holding appeals down and avoiding arbitration in favor of compromise and mutual responsiveness. Again, the NEA was expected to fall somewhere between these two extremes. All of these expectations represent a more or less clumsy reliance on the conventional wisdom. As we shall see, more sophisticated theory is needed to explain the kinds of results that we ultimately obtained. At least, however, we know from two careful studies of grievance processing in New York that union interests, as distinct from either faculty interests or institutional interests, do enter into the operation of a grievance procedure (Angell 1972; Satryb 1974). And regardless of specific predictions that seemed plausible at the outset of this study, it was clear that we should be sensitive to the impact of union interests on the patterns that conflict resolutions begin to take once the agent has been chosen.

The other question concerning outside authority or power and the conflict resolution process resolves around how formerly final institutional rights to dispense justice, which are usually vested in the board of control or delegated to institutional officers, are altered to include external authority through arbitration or other mechanisms. Duryea and Fisk anticipated alterations in this way:

> In institutions with union contracts governing boards will no longer serve as courts of final appeal. Every indication is that upon signing an agreement boards will lose this role. Contractual provision and arbitration will become the final recourse (Duryea and Fisk, 1972).

Again, the relevant questions focus on both the structure of the procedure and on its actual application. How often is binding arbitration a part of contracts negotiated in higher education? What are the powers of the arbitrator and how are they circumscribed? How often is arbitration actually employed? It is easy to visualize the tremendous impact of arbitration on institutional control as trustees are reduced to a state of helpless partisanship before the neutral justice dispensed by an outside agent. Instead of retaining final authority and responsibility for institutional policy, the trustees might under this new model become simply plaintiffs or defendants, partisans instead of

guardians of the trust. The grounds for these fears are substantial. Preliminary study indicates the widespread reliance on binding arbitration as the final step in grievance procedures (Leslie and Satryb 1974; Mannix 1974). However, empirical data that would temper these fears with knowledge of limitations on the scope of the arbitrators' authority, an understanding of the frequency or lack of it with which issues escalate through grievance procedures to arbitration, and a sense of the union's role in this process are badly needed.

In a preliminary study of ten grievance procedures, Finkin (1973) observed wide variance in the structure of the mechanisms. He suggested that:

> The agreements surveyed in the foregoing illustrate a broad spectrum in approach from the almost noncontract style of internal faculty grievance processing of Rutgers University to the pure administrative appeal-arbitration route with some variations including intermediate peer review. It would be expected that a variety of factors, most notably the degree of mutual respect between administration and faculty, the degree to which professional attitudes are shared, and the character of the institution, will strongly influence the style of the resultant procedure (Finkin 1973, p. 84.)

His observations and hypotheses suggest institutional characteristics are an *independent* source of variance in conflict resolution strategies under bargaining agreements. Moskow (1971) has similarly postulated an association of institutional characteristics with variance in conflict resolution. An outline of the salient institutional characteristics emerges from these and other studies.

First, it is clear that community colleges (associate degree granting institutions) should differ from other institutions. Their faculty, missions, and general mode of faculty-administrative relations are often assumed to be different in important ways from similar components of four-year colleges and universities. For one thing, a large proportion of their faculty often come from secondary school systems where collective bargaining is and has been well-established. Not only are they receptive to the bargaining model, they are often experienced in its operation. Similarly, they function more explicitly under employer-employee relationships with their institutions. Faculty at other types of higher educational institutions tend to differ in the patterns of professional development, previous socialization, experience, and pattern of association and loyalties. Even without these differences, community college faculty differ from faculty at other kinds of institutions in a wide variety of characteristics, from highest degree to workload to attitudes (Bayer 1973; Ladd and Lipset 1973; Garbarino

1975). It is further worth noting that community colleges are deviant within the higher education universe for the greater rate at which they have been organized into bargaining relationships. So we expected major differences to occur in the evolution of conflict resolution procedures at community colleges. These differences presumably pull away from the traditional model of professional relationships among a community of peers and toward the more traditional trade-union model, with explicitly adversary relations rather than mutual responsiveness as the rule. Thus, there would be less in the way of peer review and fewer joint decision-making efforts in the various stages of the grievance procedure at community colleges.

Another important source of institutional influence on the bargaining relationship ought to be found in the distinction between private and public institutions. As noted earlier in this review, public sector labor relations are increasingly regulated by statute and/or rules of administrative agencies. The private sector is less reliant on outside authority, having been left largely to its own devices as far as internal conflict resolution is concerned. Private institutions, in short, have been considerably less subject to externally imposed norms in the area of conflict resolution which, over the past decade, has been marked by legal intervention in public sector institutions. We should expect this to appear in the structure and processing of grievances. The specific forms of anticipated differences were difficult to outline, but in general focused on the degree of formality of the procedures. More informal and mutual decision making was expected, as well as less reliance on outside authority in the form of arbitrators in relation to the bargaining mechanism and the actual processing of grievances through it.

An important institutional factor that should receive attention is the level of conflict experienced over time. Presumably high-conflict institutions will differ from low-conflict institutions on the basic dimensions under study here. No explicit survey of conflict levels was attempted (aside from the attempt to describe levels of grievance processing under contracts), but previous studies led to some expectations. Specifically, internal institutional conflict appears to be the most intense and widespread at the emerging state colleges and universities.

Darkenwold's (1971) investigation of perceived conflict by department chairmen at different types of institutions was helpful. He hypothesized that tension between professional and bureaucratic authority would be greater at "medium-differentiated" institutions

than at either universities where professional authority would presumably be secure or at the organizationally simpler institutions, where bureaucratic authority would presumably be secure. His survey of department chairmen turned up the highest levels of perceived tension and conflict at the medium-differentiated institutions, which correspond roughly to Dunham's class of emerging state colleges and universities. If this contention holds, then we should expect a clustering of this kind of institution with respect to conflict resolution patterns as well.

We have no explicit theory to guide us, but we have introduced the variable of geographic location to our analysis. The sample (population for the contact group) is national and previous work indicates that geography is associated with variance in government-related characteristics. Paltridge, Hurst, and Morgan (1974) found with respect to board-of-control decision patterns that:

> the region of the country in which groups of the sample institutions were located proved to be a variable more related to similar decision patterns than other variables related to size or composition of the boards (Paltridge, Hurst and Morgan 1974, p. 56).

Regional variations also played a prominent role in Blau's (1973) study of university organization. Among his salient findings were that faculty at small colleges in the northeast show low relative levels of institutional loyalty, that selection of students proceeds according to different criteria in the northeast from other regions, and that southern institutions are characterized by less democratic faculty government and more bureaucratized administrative authority than colleges in other regions. These data-based findings supersede assertions by Jencks and Riesman (1968, p. 178-179) that regional differences are being washed out of American cultural life as well as out of academic life. In this respect the academic revolution may not be as powerful an equalizer over regional boundaries as once supposed. We simply note that regional variance is anticipated, but stop short of directional predictions, since further study of regional variance is needed before clear predictions are possible. But we do expect non-contract institutions to parallel the distribution of collective bargaining by region in their propensity to adopt practices closer to the labor relations model.

So institutional characteristics are taken to be a final source of variance in conflict management practices. Type of control (public-private), level of professionalism, level of predicted internal conflict,

and geographic location all contributed to the analytical designs that were constructed. Specific predictions could not be offered on all of these variables, but general expectations were formulated:

(1) Distinct patterns would obtain for the public and private sector, with the public sector more formalized in both union and non-union groups. Within the public sector, there are various combination of control patterns, primarily in the division of state and local responsibility. Local control, it was assumed, would lead to a closer approximation of private control patterns than state control.

(2) Community colleges, differing as they do from other types of institutions on various measures of faculty professionalization, should differ most from universities in the direction of more formalized labor relations practices. How the intermediate types (B.A. and M.A. granting institutions) would behave was not explicitly predictable, but it was assumed that they would fall between community colleges and universities.

(3) Emerging state colleges (basically, although not entirely, our M.A. degree granting group) shoud present a distinct profile in keeping with our predicted level of conflict hypothesis. More highly developed procedures as well as high patterns of use should emerge in this sector.

(4) Collective bargaining has primarily been a phenomenon of the northeast quadrant of the U.S. Noncontract institutions in northeastern accrediting regions should be adhering more closely to the "bargaining model" than noncontract institutions elsewhere. No underlying theory predicts this, except that regional and local culture apparently play a role in the militance of faculty.

All of this is important as an approach to an impact study because we need to resist the temptation to attribute all of the variance we observe to the bargaining/nonbargaining split. Rather, we are suggesting that variance in conflict resolution practices is also influenced by *institutional* characteristics.

The foregoing questions are raised without benefit of a coherent conceptual focus on the elements of conflict management patterns. Such a coherent focus is as yet beyond our grasp (Rapoport 1974, p. 8). However, this is no reason to despair of bringing at least some descriptive order to the field in which important developments seem to be altering the formulae that hold our institutions of higher education together as stable and productive organizations.

All of the questions posed need to be answered with regard to our impact question: How do matched institutions, one set organized and

bargaining and the other set similar in gross characteristics but operating in the traditional mode, differ in respect to the kinds of patterns we are looking at. Thus, what developments have been imported to the business of conflict management by the bargaining relationship? The data collected and analyses pursued will provide basic descriptive statements with regard to patterns of variance within bargaining and nonbargaining sectors as well as between the two sets of institutions.

There are occasions where the following sections of the report will venture beyond the range of examining previously developed hypotheses to explore interesting twists in what is observed. No self-consciously exploratory study can or should restrict its view of the phenomena being observed to the relationships among carefully defined experimental variables. We are, rather, trying to understand the lay of the land at an early stage of exploration and we feel the need to be watchful for potentially useful avenues for future study.

## Design and Methods

The central purpose of the study was to describe the impact of collectively bargained agreements upon development and use of formal conflict-resolution mechanisms. All institutions covered by negotiated contracts as of September 1973 were identified. This population of institutions was matched by a control group of institutions which were similar in size, type and level of control, geographical region, and level of degree offering. None of the institutions in the matched sample had a collective bargaining agreement with their faculty at the time of the study. A survey was conducted to (a) obtain contracts, handbooks, and other institutional documents, and (b) establish a history of the use of those procedures between September 1969 and September 1973.

The primary source of information concerning the population of "bargaining" institutions was Semas' article in the April 30, 1973, *Chronicle of Higher Education*. Subsequent press reports of collective bargaining activity were followed up, and contracts with the Academic Collective Bargaining Information Service, the National Center for the Study of Collective Bargaining in Higher Education, The American Federation of Teachers (AFT), the National Education Association (NEA), the American Association of University Professors (AAUP), and scholars active in the field were made to verify the list of institutions with contracts. The lack of an official information system made this phase of the project more difficult than it might otherwise have been, but errors of sampling seem to have been in the direction of over-inclusion; a number of institutions contacted indicated that contracts were still being negotiated at that time.

Complete information was obtained from 63 percent of the original universe of 167 bargaining institutions and from 61 percent of the matched sample of control institutions. Partial data received from an additional 6 percent of the bargaining institutions and an additional 9 percent of the control institutions. Data from the State University of New York (SUNY), a unionized institution, were available in the report of Satryb's (1974) study. The City University of New York (CUNY) was omitted from this study for several reasons: it was unmatchable; its experience in the bargaining relationship has been widely reported to be unusual; and it continues to be the object of close study by its own National Center for the Study of Collective

Bargaining in Higher Education. Full sets of matched data were obtained for only 17 pairs of institutions. Direct comparisons for the purposes of inference about the impact of collective bargaining are thus limited to a small number of institutions.

The data analysis proceeded in two directions. The content of institutional documents, including the contracts, was analyzed to identify procedures and to compile descriptive information about those procedures. Descriptive information was also compiled from the survey about the existent procedures. These descriptive data were then aggregated according to institutional and union characteristics to produce profiles and to allow the comparisons suggested by our research questions.

## Results

*Introduction*

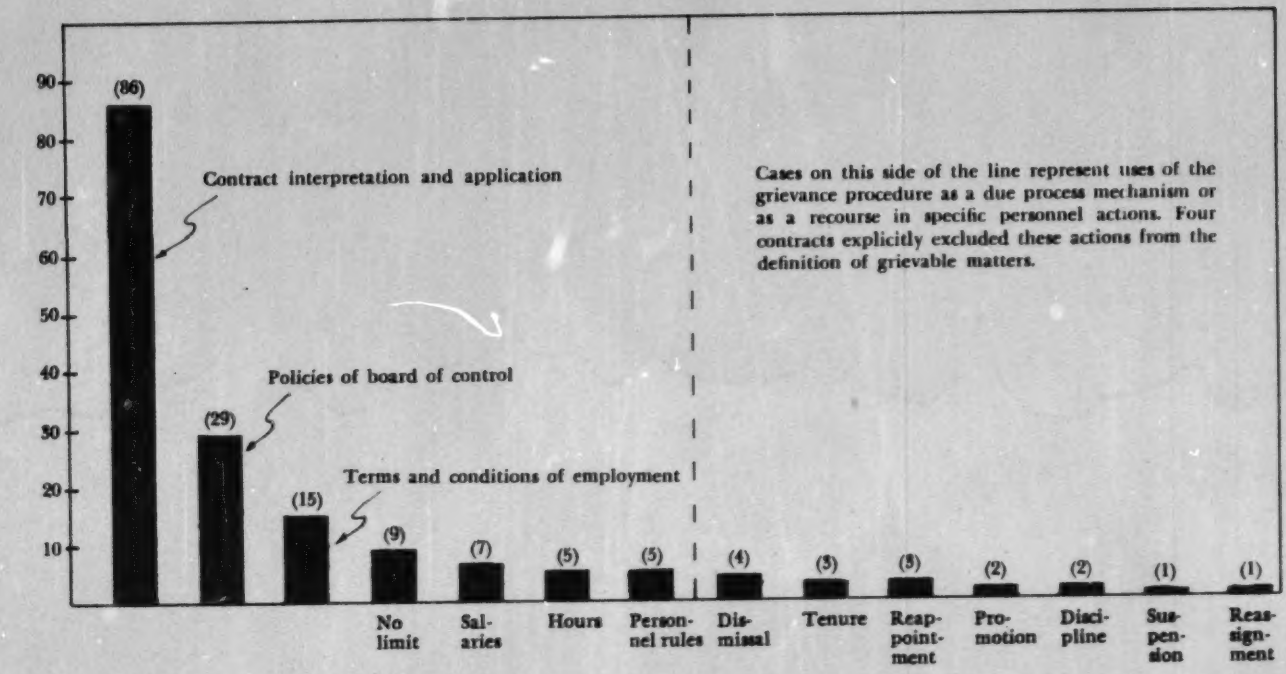
This section is organized around several strands of inquiry. A descriptive summary is provided of grievance procedure structure both in contract and noncontract cases; patterns of grievance processing are explored and variation in these patterns according to certain institutional characteristics are described; data from noncontract institutions are examined to establish preliminary assumptions about correlates of formal grievance mechanism adoption; an analysis of the impact of collective bargaining on modes of conflict resolution is given, and, finally, a brief description of representative state legislation as it affects grievance processing is presented.

The data that form the core of this section are far from perfect. The response rate and reliability of the returned instruments leave the conclusions open to some question. However, there are points to consider in favor of the data's utility; namely, no similar information has yet been collected elsewhere and so rival hypotheses that appear elsewhere bear the burden of substantiation. Also, there does not appear to be any immediate hope of obtaining better results short of a systematic and highly reliable longitudinal investigation. The "one-shot" survey attempted here suffered from generally inadequate institutional record systems on grievance processing, as well as from the normal information decay attendant to most mailed surveys. A replication should build-in careful controls and a longitudinal dimension, while perhaps sacrificing some sampling breadth. Repeated "one-shot" studies, surely the most likely source of data on collective bargaining in the foreseeable future, will form the basis for a multiplying number of master's and doctoral theses, but they will provide only a randomly integrated base from which to observe trends and developing qualities in the collective bargaining relationship. Thus, while the present study has accumulated and analyzed important baseline information, a longitudinal study should be the preferred approach.

*Structure of Grievance Procedures*

*Contract procedures are designed to serve as mechanisms for the enforcement and administration of the collective bargaining agree-*

*Table 1. Grievable Issues: Contract Procedures (n=96)**




*Columns are not mutually exclusive; thus, a procedure may contain one or more of these grievable issues.

*ment. Procedures in noncontract institutions are designed to serve as all-purpose, conflict management mechanisms.*

Contract and control group grievance procedures were compared on the scope of issues that could be processed under existing understandings. Table 1 presents the range of grievance matters in the contract procedures we reviewed. Histograms illustrate the number of cases in which those definitions of a grievance were observed. No assumption of exclusivity should be made in reading Table 1. Some procedures are elaborate in specifying what a grievance is and may be represented in more than one "total" figure in the table; that is, a grievance definition may be comprised of several of the sample definitions presented below.

Limits or explicit definitions of one kind or another were much more likely to be placed on contract grievance procedures than on noncontract procedures in our sample. Of 96 analyzed contract procedures, only 9, or 9.4 percent, could be characterized as totally open with respect to the definition of a grievable matter. Of 63 noncontract procedures analyzed, 18, or 28 percent, contained no practical limit on the definition of a legitimate grievance.

In the same vein, roughly 90 percent of the contracts specified that the grievance procedure was to be used for handling questions about the interpretation and application of the contract. One major variant applied to about a third of all contracts: the grievance procedure also specified that faculty could ask for a judgment about the interpretation and application of standing (noncontract) institutional policies. This variant reflects the common incorporation of standing policies of the board of control into the language of the contract. Finally, where arbitration is provided the arbitrator is normally restricted to application of the contract's language.

Overall, the control group grievance procedure functioned as a generalized conflict resolution mechanism. However, there were a substantial number of exceptions when these procedures closely resembled the negotiated procedure. Grievable matters were frequently defined by generalized terms as "disputes" or "human relations problems." In rare cases, where arbitration was available to either party, limits were difficult to impose given the language defining the procedure's scope of applicability. In the case of the contract procedures no attempt was made to tabulate the range of grievable matters after the style of Table I because the noncontract procedures were so general in their definitions.

It is concluded that noncontract procedures do not have a definable

range of issues with which they are concerned; they are not a forum for continued bargaining or adjustment of understandings; and they do not handle third-party interests. They are simply an avenue through which a concretely or abstractly aggrieved faculty member can pursue a resolution. This is much more clearly a classical safety-valve mechanism that drains off conflict via issue-by-issue and that explicitly counters any build-up of tensions.

*Contracts negotiated with exclusive bargaining agents protect the rights of the agent, as well as of the individual, in the grievance procedure.*

The central role of union rights in much of the contractual language is another indication of the place of a grievance procedure as a contract administration device rather than as a more general conflict management tool. In approximately half of the contracts, the union is specifically protected in its right to file a grievance. Also, there are frequently clauses in the contract that protect union rights throughout the process from initiation to final disposition. Practices vary, but in the overwhelming majority of contracts the union either must be notified when a formal grievance is filed or it has a right to be present at all proceedings, must receive full records of proceedings at each step, or some combination of these. Thus, a third party interest is introduced and protected in most negotiated contracts. Angell (1972) and Satryb (1974) have both observed the importance of union participation in the grievance process in specific settings. They both show that the union's interests may be different from either the institution's interests or from the individual grievant's interests. This adds a political dimension to the conflict resolution process and makes the issues with which the process must deal more complex. Under more traditional methods, the questions might have been restricted to those of equity, justice, or fairness. But the scope of the basic dispute is inevitably broadened with the introduction of union rights, and thus the interests of a third party.

*Grievance procedures are designed to handle issues other than those normally handled in due process procedures, and they are structured differently as well.*

An associated issue rests with the question of how grievance procedures handle "due process" cases. Due process is used here as a shorthand sign for situations in which the institution brings a complaint against a faculty member and is thus the overt initiator of conflict activity. The common situation is a termination-for-cause

action, but conceptually it could be a less serious action, too. A few procedures (see Table 1) are designed to handle due process actions, but a roughly equal number of cases (4) explicitly exclude administrative personnel action from the definition of a grievable matter. In other cases, a procedural defect in the due process hearing can be grieved. While we did not undertake an explicit survey on this point, it is clear that a number of contracts provide separate due process mechanisms. The safe conclusion is that grievance procedures, as adversarial instruments in the administration of a contract, are not oriented to the standards of fairness and objectivity required of a due process mechanism. Justice for an individual is less important under a grievance procedure than the definition, redefinition, and adjustment of institutional policies and practices to suit the needs and interests of parties bound to each other but holding divergent points of view. Grievances merely push at the ragged edges of an agreement; in contrast, a due process case focuses on an individual and his personal right to protection from certain kinds of institutional action.

Control-group (noncontract) procedures, as noted, tend to be considerably more open with respect to what is "grievable." Proportionately, they are slightly more stringent about excluding administrative personnel matters (due process cases) from the procedure, but they also *include* them in a slightly higher proportion of cases than do the contract procedures. Both groups of institutions, then, seem not to have reached a firm conclusion on the relationship of due process matters to the grievance procedure.

Grievance procedures probably have to be viewed as corrective mechanisms that focus on keeping agreements in working order. They usually do not contain the kinds of stringent procedural protections afforded to satisfy due process requirements, whether in the contract group or the control group.

*Contract grievance procedures tend to be longer and more complex than noncontract procedures. The basic difference lies in the addition of binding arbitration to the contract procedures.*

The modal number of steps in contract grievance procedures was four, with the final step normally involving binding arbitration. The most common variants were three and five step procedures, with binding arbitration again the usual concluding step. The mean number of steps in contract grievance procedures was 4.38, with as few as two steps reported and as many as eight.

The modal number of steps in noncontract procedures was also four, but the final step was *normally* a nonreviewable administrative hearing. The mean number of steps in the noncontract procedures analyzed was 3.56, with a range of two steps to five steps. In gross structural terms, then, the noncontract procedures tended to both fewer steps and less involvement of external sources of review. The arbitration process was clearly restricted to negotiated contract grievance mechanisms.

*Contract grievance procedures rely more commonly on administrative review and less on peer review than noncontract procedures. But the final authority in noncontract procedures tends to be administrative, while in contract procedures final authority tends to be placed in the hands of an arbitrator.*

Along with its structural simplicity, the noncontract procedure showed a tendency to involve more faculty review in the various stages of the machinery (see Table 2). Pure, unreviewable administrative procedure was characteristic of 16 of 36 (44.5 percent) procedures that were specific enough in their provisions to allow a clear inference on this dimension. In eight cases (22.2 percent) some kind of faculty committee review preceded final administrative determination. In seven cases (19.4 percent) a joint faculty-administrative review was provided at one or more steps. In all but one instance, final authority to dispose of cases was retained by the administration; the single exception left final disposition to a joint committee. In two cases (6 percent) final authority rested with a faculty body. Two other cases provided for either mediation or arbitration at the final step.

In contrast, by far the most common arrangement among contract procedures was a straight, nonreviewable administrative procedure ending in a provision for binding arbitration. With a few minor variants providing for the exercise of some external (but basically administrative) authority, 59 of 94 contract procedures followed this model (62.8 percent). The second most common arrangement provided for one or more steps involving a joint faculty-administrative determination of the merits of the grievance. Seventeen cases fell into this category (18.1 percent). Five cases (5.3 percent) involved pure, unreviewable administrative procedure, a clear and marked contrast with the control group in which 44.5 percent of the cases followed this model. Five additional cases (5.3 percent) involved a pure faculty review at one or more steps in the procedure, but still

ended with a nonreviewable administrative decision. And six cases (6.4 percent) provided for a joint review at one or more steps while ending in a nonreviewable administrative step.

*Table 2. Sources of Review in Grievance Procedures (Simplified Analysis)**

| Sources of Review | Contract Institutions | Noncontract Institutions |
|---|---|---|
| Pure, unreviewable administrative procedure | 5.3% | 44.5% |
| Pure administrative procedure with mediation or binding arbitration | 62.8% | 6.0% |
| Joint faculty-administrative review at one or more steps | 24.5% | 19.4% |
| Faculty committee review at one or more steps | 5.3% | 27.2% |
| Total** | 97.9% | 97.1% |

*This table does not present all possible or existent permutations. Some of the procedures with joint review or faculty review steps end with arbitration, others do not, etc.

**Rounding errors and a few deviant cases not strictly subject to the categories used here account for the remaining cases.

Administrative disposition (usually board of control) of grievances is unreviewable in arbitration or similar proceedings at 17 percent of the contract institutions and 83.4 percent of the noncontract institutions. Plainly, discretionary administrative authority has a less secure footing in the contract institutions using this kind of index.

Note that in both samples, peer review was far from universal. Half of the noncontract procedures and just under 30 percent of the contract procedures introduced faculty review in one form or another at one or more steps. It is clear, though, that there is less emphasis on shared responsibility for judgment in the contract procedures.

It appears that negotiated contracts involve a rather direct trade-off, substituting arbitration or other analogous external review for the faculty's right to exercise peer review in grievance cases. But this explanation deserves a closer examination. Sixty-four of the contract commodation, or otherwise informal proceedings. These efforts

procedures (68.1 percent) begin with discussions, efforts at mutual accommodation, or otherwise informal proceedings. These efforts doubtless share many of the qualities inherent in the more traditional and informal procedures associated with the noncontract model. And just as clearly, the noncontract conflict resolution process has involved mediation, arbitration, and other outside efforts to resolve problems that the informal process has failed to handle. Recall, too, that the AAUP normally functions as a mediator when called in by the faculty. Thus, it is not clear that contract procedures have actually imported such profound changes on this score.

*Binding arbitration, where it has been introduced as the final step in a grievance procedure, is usually circumscribed to a narrow range of issues. Usually, it can be invoked only to handle procedural problems and not substantive problems.*

Binding arbitration is hardly the comprehensive final source of authority the language implies. The arbitrator's authority is either circumscribed or specified in a substantial number of contracts. No attempt will be made to formulate a taxonomy of these limitations, as there are too many idiosyncratic clauses to permit it. Most frequently, the arbitrator is explicitly prohibited from altering or adding to the nature of the agreement itself. He is sometimes restricted to issues of procedure alone. Some specific questions, such as those involving an individual's salary, nonreappointment, or tenure are occasionally excluded from the arbitrator's purview. His decision may be restricted to the interpretive level alone, binding the parties to a ruling on the meaning of the words to which they had agreed, but stopping short of a specific award. The arbitrator's authority is both restricted as to when or whether it will apply to board of control policies and sometimes explicitly extended to board of control policies.

Binding arbitration was the final step in 69 of the 94 contracts reviewed (73.4 percent), roughly three-quarters of the population. This figure is virtually identical to the one reached by Mannix (1974) in his review of arbitration provisions in community college contracts; 74 percent of his contracts ended with this step. (Our universe is broader insofar as it contains universities, colleges, community colleges, and representation from both public and private sectors. In any case, the three-quarters figure seems reflective of the proportion of procedures which use binding arbitration). Advisory arbitration was the final step in 11 (11.7 percent) of the contracts. The remaining contracts either had no provision for arbitration or ended in a step that had all the characteristics of mediation rather than arbitra-

tion. Binding arbitration is rarely an explicit provision in noncontract procedures. Only one clear example existed in the procedures we examined.

The contracts reviewed frequently specified to some extent the rules that would govern arbitration. In the large majority of cases (81 percent), the rules of the American Arbitration Association (AAA) were specified (where the language of the contract was sufficiently clear to permit a count). In 14.5 percent of the cases, a state labor board's rules were specified as controlling. Some contracts provided an option between the state board rules and the AAA rules. Our count put those few cases in with the class adhering to state board rules. The remaining cases (4.5 percent) relied upon the Federal Mediation and Conciliation Service for rules governing the arbitration of grievances.

*The place of peer review in grievance procedures is associated with institutional type and bargaining agent. Both AFT units and community college contracts showed a tendency to omit peer review from grievance procedures.*

In order to test assumptions about the place of peer review in grievance procedures, a joint distribution was constructed to reflect the percentage of contract procedures containing one or more steps calling for faculty or joint faculty-administrative review. The distribution is presented in Table 3. The patterns that emerge do not provide an unambiguous test of our expectations.

One major contrast appears in the totals for the degree level. Community colleges are a great deal less reliant on peer review in their grievance procedures than are institutions of other types. No distinctions can be legitimately drawn among the other three types, as the numbers are small enough to arouse suspicions of artificial error in the percentage ratios. However, the percentage of all contract institutions offering the baccalaureate or higher degree and showing one or more peer review steps in their procedures is 52.0 percent. That is a stabler figure (based on larger numbers) and still provides a marked contrast with the 28.6 percent for community colleges.

On the "union" axis, there is a clear contrast between the propensity of the AFT contracts to include a peer review step and the propensity of AAUP contracts to do so. One fifth of the AFT procedures had such a step, while fully one half of the AAUP contracts did. The other three union categories fell between these extremes. The major contrast, though, met our general expectations: The AAUP stays closer to a pure professional model of faculty relations

and tends to emphasize shared authority. The AFT tends to institutionalize its concept of relations on the adversary model.

*Table 3. Percentage of Contract Institutions with Peer Review Steps in Grievance Procedures by Union and Highest Degree*

| Union | Highest Degree | | | | |
|---|---|---|---|---|---|
| | Assoc. | BA | MA | PhD | Total |
| AFT | 6.7% | * | 60.0% | * | 20.0% |
| NEA/AFT | 40.0% | * | * | 0.0% | 33.3% |
| NEA | 35.2% | 50.0% | 50.0% | 0.0% | 37.0% |
| AAUP | 50.0% | 50.0% | * | 50.0% | 50.0% |
| Agent Indep. | 27.3% | 100.0% | * | 100.0% | 38.4% |
| Total | 28.6% | 57.2% | 55.6% | 44.5% | |

Note: No contracts were available for analysis where the asterisk appears.

*Patterns of Experience in Grievance Processing*

The data in this section were provided by institutions with adequate records of their experience. A short survey instrument was structured to obtain the parameters of accumulated grievance, appeals, and arbitration experience at both contract and noncontract institutions in our sample. In addition to asking for the relevant numbers of cases passing through channels, we requested that institutional studies or reports of grievance experience be sent also. This latter request yielded virtually no results. The absence of institutional studies is alarming in light of the inability of numerous institutions to respond by merely counting the grievances that had been pursued by faculty at their institutions. Indeed, efforts to study grievance processing in a formal way are rare. We merely looked at the raw frequency levels of grievance processing, and made the general attempt to associate levels of grievance activity with certain union and institutional characteristics.

*Unions have developed different patterns of grievance machinery usage and local conditions seem to modify these patterns further.*

Table 4 shows patterns of grievance procedure use by union. The data are restricted to 73 bargaining units for which reliable informa-

tion was reported. The time factor of four years is a constant. But for many the experience reported does not cover as long a period. September 1969, or the date of the contract's inception, is the base-

*Table 4. Grievance Patterns by Union Affiliation*

| Union | AFT | NEA/ AFT | SUNY | NEA | Indep. Agent | AAUP |
|---|---|---|---|---|---|---|
| No. of Cases Reporting | 14 | 3 | 1 | 34 | 12 | 9 |
| Total Grievances Reported | 85 | 68 | 304 | 379 | 137 | 54 |
| Total Appeals Reported | 52 | 31 | 160 | 308 | 83 | 35 |
| GPU | 6.07 | 22.67 | — | 11.15 | 11.42 | 6.00 |
| APU | 3.71 | 10.33 | — | 9.06 | 6.92 | 3.89 |
| APG | 0.61 | 0.45 | 0.53 | 0.81 | 0.61 | 0.65 |

Note: GPU = grievances per bargaining unit
APU = appeals of step 1 grievances per bargaining unit
APG = appeals per grievance, total

line date. We assume that this effect is randomly distributed across union categories.

The results offer some interesting patterns, but contradict some a priori expectations. Common assumptions about relative bargaining agent militancy would set up a continuum, with the AFT on the far left as the most militant, followed by the combined NEA/AFT units, the NEA, the AAUP, and the independent agents. Ostensibly, this ranking would be reflected in the aggressiveness with which agents pursue grievances. There is no single perfect index of this behavior, and so we propose four separate measures: grievances filed per unit, appeals filed per unit, appeals per grievance filed, and proportion of units in which arbitration has been involved to resolve grievances. Table 5 ranks the bargaining agents on each of these indices. The composite ranking is merely a reflection of the agent's mean rank over all three indices.

The major contrast is in the reversal of positions between the AFT

and the NEA. The NEA ascends toward the AFT's predicted rank order, and the AFT sinks below the NEA's predicted rank order. The independent agents and NEA/AFT chapters are *perhaps* more militant than one would expect, but the numbers are too small in the NEA/AFT column, and the probable variance among independent agents too great to put much credence in any meaningful interpretation of their composite rankings.

*Table 5. Predicted and Actual Rank Order of Unions: Militance and Grievance Pursuit*

| **Rank Order** | **1** | **2** | **3** | **4** | **5** | |
|---|---|---|---|---|---|---|
| **Predicted Militance** | **AFT** | **NEA/ AFT*** | **NEA** | **AAUP** | **Indep.**** | |
| **Actual:** | | | | | | |
| **High GPU** | **NEA/ AFT** | **Indep.** | **NEA** | **AFT** | **AAUP** | **Low GPU** |
| **High APU** | **NEA/ AFT** | **NEA** | **Indep.** | **AAUP** | **AFT** | **Low APU** |
| **High APG** | **NEA** | **AAUP** | **AFT** | **Indep.** | **NEA/ AFT** | **Low APG** |
| **High Proportion of Arbitration***** | **Indep.** | **AFT** | **NEA/ AFT** | **NEA** | **AAUP** | **Low Prop. of Arb.** |
| **Composite Ranking** | **tie** | **NEA/AFT Indep. NEA** | | **AFT** | **AAUP** | |

*SUNY figures are excluded from the NEA/AFT figures. The large numbers would skew the results beyond what appears to be a reasonable expectation in a more normal single campus unit.

**Independent agents.

***See Table 7 below for this information.

Ex post facto speculation is risky, but one or two possibilities emerge as potentially good explanations. Both the AAUP and the AFT hold firm identities as representatives of faculty. The AAUP historically has defended academic freedom and the security of the academic profession from administrative and political intervention. It is the preeminent representative of college and university faculty in their professional role. The AFT is a union in the full sense of

the word. It embraces the basic premises of the labor movement in the United States and maintains formal ties with the AFL-CIO. The NEA is in a less clear position between these two extremes. Perhaps the zealousness of its relatively recent conversion to unionism spurs its aggressive pursuit of grievances. Similarly, the AFT's relative maturity as a union may have sobered its use of the grievance machinery. Grievance processing and pursuit of appeals may be a visible device in a membership campaign, but it may not be the most productive way to live with and prepare to renegotiate the contract. The AAUP is often cast in the role of relying on standards of common academic practice rather than bargaining power to resolve disputes. The data here seem to leave that supposition intact.

At the very least, these data do suggest union-associated variance in the use of grievance and arbitration machinery. Local institutional variance is similarly wide, indicating the importance of local conditions in development of faculty-institution relations under a negotiated contract.

*Use of the grievance machinery available to faculty is higher at contract institutions than at noncontract institutions, but there are important differences within both sectors according to type of control, level of degree offered, and other factors.*

Table 6 shows patterns of grievances and appeals by type of control for both contract and noncontract samples where data were reliably reported. Grievance activity in the contract sample, however measured, is heaviest at institutions under pure state control. (The lone exception is in the case of percentage of institutions reporting arbitration. Public institutions in all categories of control vary minimally). It is lowest on all measures at institutions under independent control. Among the noncontract institutions, distinct patterns emerge under each control type. Grievance initiation is highest per unit in the state institutions, but appeals per grievance filed are lowest. Institutions with local control experience the fewest grievances per unit but the highest level of appeals per grievance filed. Size affects the GPU and APU measures, and no control for size has been introduced here. With more faculty per unit, the state institutions logically have more grievances per unit than local institutions. The APG measure, however, is size-independent, reflecting only the ratio of appeals per grievance.

Table 7 presents grievance patterns by level of highest degree offered. Doctorate and baccalaureate granting institutions provide the

extremes of experience, with master's level and associate level institutions occupying a middle position. The position of the baccalaureate institutions is especially interesting, and appears to represent an unequivocal institutional level effect. All grievances and appeals in this group are accounted for in NEA institutions. Three of the five baccalaureate institutions in the contract sample are NEA institutions. If *union* effects were pervasive, all of the baccalaureate figures should be much higher due to the weight of the NEA as agent. The data, although inconclusive because the numbers are small, point to a special mode of labor relations in baccalaureate granting institutions that is solely an effect of institutional level.

*Table 6. Grievance Patterns by Type of Control*

| | Contract Institutions | | | | |
|---|---|---|---|---|---|
| **Type of Control:** | **State*** | **State/ Local** | **Local** | **Indep.** | **Church** |
| No. of cases | 16 | 25 | 24 | 6 | 1 |
| Total Grievances Reported | 299 | 206 | 193 | 25 | 0 |
| Total Appeals Reported | 249 | 123 | 125 | 12 | 0 |
| GPU | 18.69 | 8.24 | 8.04 | 4.17 | 0 |
| APU | 15.56 | 4.92 | 5.21 | 2.00 | 0 |
| APG | 0.83 | 0.60 | 0.65 | 0.48 | 0 |
| | **Noncontract Institutions** | | | | |
| No. of cases | 8 | 7 | 10 | 6 | 0 |
| Total Grievances Reported | 45 | 16 | 16 | 12 | — |
| Total Appeals Reported | 8 | 7 | 11 | 5 | — |
| GPU | 5.63 | 2.29 | 1.60 | 2.00 | — |
| APU | 1.00 | 1.00 | 1.10 | 0.83 | — |
| APG | 0.18 | 0.44 | 0.69 | 0.42 | — |

*SUNY is excluded.

*Table 7. Grievance Patterns by Level of Highest Degree Offered*

| Degree Level: | Assoc. | BA | MA | PhD* |
|---|---|---|---|---|
| **Contract Institutions** | | | | |
| No. of cases | 54 | 5 | 6 | 7 |
| Total Grievances Reported | 489 | 16 | 63 | 155 |
| Total Appeals Reported | 327 | 7 | 41 | 134 |
| GPU | 9.06 | 3.20 | 10.50 | 22.14 |
| APU | 6.06 | 1.40 | 6.83 | 19.14 |
| APG | 0.67 | 0.44 | 0.65 | 0.86 |
| **Noncontract Institutions** | | | | |
| No. of cases | 20 | 4 | 6 | 1 |
| Total Grievances Reported | 40 | 8 | 14 | 27 |
| Total Appeals Reported | 18 | 5 | 5 | 3 |
| GPU | 2.00 | 2.00 | 2.33 | 27.00 |
| APU | 0.90 | 1.25 | 0.83 | 3.00 |
| APG | 0.45 | 0.63 | 0.36 | 0.11 |

*SUNY is excluded.

Although no case can be made because of small numbers, it should be noted that exactly the opposite effect was evident among the noncontract sample. Baccaulaureate granting institutions experienced the highest APG measure, while the one doctorate level institution experienced the lowest. No explicit cause can be advanced. But these results provide a consistent pattern that suggests that labor relations dynamics are not particularly dissimilar among community colleges and the emerging master's degree granting state colleges. More dis-

tinctive patterns seem to appear where baccalaureate and doctorate level institutions are involved.

Type of institutional control, size, and institutional norms and traditions all seem to play as yet unspecifiable roles in the way widely varying kinds of institutions approach problems in faculty personnel relations.

*Experience with arbitration is still spotty. It has occurred almost exclusively in the bargaining sector alone, but even within that sector, arbitration is rare. It appears to have occurred most frequently at multicampus institutions.*

Arbitration experience was almost entirely restricted to contract institutions. Among responding institutions, 160 arbitration cases were reported by 104 contract institutions and 8 arbitration cases were reported by 65 noncontract institutions that had grievance procedures. The rate of arbitration cases per institution was 1.55 for the contract group, and 0.12 for the noncontract group. Thus, an institution with a negotiated contract seems roughly twelve times as likely to become involved in an arbitration proceeding as a similar noncontract institution that has a formal grievance procedure. This statistic understates the degree to which arbitration is more likely in contract institutions vis-á-vis the more general population of noncontract colleges and universities. We have first constructed a noncontract sample of gross institutional characteristics, and then computed the rate of arbitrations per institution only on the segment of those institutions that actually formalized relations far enough to have a grievance procedure. If we took the 8 arbitrations and spread them over roughly 100 institutions—the approximate scope of our responding control institutions—the conclusion would be that arbitration is nearly 20 times as likely to occur at contract institutions.

But arbitration activity is spread very unevenly. Only 37 of the contract units reported arbitration of grievance appeals. And seven of those units accounted for 99 arbitration cases, or almost 62 percent of the total (more than five arbitration cases occurred in each of those units). Five institutions accounted for 83 arbitration cases, or 51.88 percent of the cases, using ten or more arbitrated grievance appeals as the criterion. Of those five, one was a community college in an eastern state (enrollment = 7,500), a second was a multicampus community college in a midwestern state with an enrollment of 17,600, two were eastern state college systems with enrollments (systemwide) of between 50,000 and 75,000, and the fifth was a midwestern

community college with an enrollment of 1,600. Significantly, three of these high-arbitration institutions are multicampus bargaining units, and the sixth unit in order of number of arbitration cases is also a multicampus unit. Arbitration has, according to published reports (Finkin 1973) been frequently resorted to at CUNY, a massive, multicampus institution.

Of 11 responding multicampus contract institutions, three reported no arbitration cases. The remaining eight accounted for 72 arbitration cases, or 50.63 percent of the total reported. No similar pattern could account for what little arbitration had occurred among reporting control institutions. A midwestern state college with about 7,500 students and a western private college with fewer than 1,000 students together accounted for six of eight reported arbitration cases. Five of 12 responding multicampus control institutions had no formal grievance procedure, a state consistent with that for the whole control population. Only one arbitration case was accounted for by a multicampus control institution. Twenty-nine contract units involved in arbitration, or 78.4 percent of the total number reporting arbitration cases, were community colleges. This compares with 74.3 percent community colleges in the responding contract sample.

*General trends suggest that public sector institutions will be most likely to experience arbitration once a contract is in effect. There are also marked differences in union tendencies to push grievances to arbitration. But once again the signs point to the interaction of special institutional circumstances as determinative.*

Tables 8 to 13 break down the incidence of arbitration by bargaining agent, by institutional control, and by institutional level (highest degree). Two separate approaches are used: number of arbitration cases per institution and percentage of institutions reporting arbitration cases. The SUNY figures are omitted from the count of arbitration cases, but not from the percentage figures.

Using either measure, arbitration has been most frequent at institutions in the public sector. Only two of twelve private institutions reported any arbitration cases. The numbers are once again relatively small, but the trends are consistent with the expectation that public institutions will tend to rely on the more secular approaches to resolve conflict. Of the three major unions, the AFT was most likely to push grievances through to arbitration on both measures. Using percentages of units experiencing any arbitration, the independent agents and the NEA/AFT units were roughly equivalent to one another and

the AFT followed, with the NEA and the AAUP seeming quite unlikely to push cases through to arbitration. The latter two were also low when arbitrated cases per unit was used as the measure. The AAUP was markedly lower than all other unions on the latter measure. Where the level of degree offered was concerned, the doctorate-granting institutions experienced the highest level of arbitration on both measures. The baccalaureate institutions were lowest on both measures and the other two groups fell between these two.

*Table 8. Percentage of Units Reporting Arbitration by Bargaining Unit*

| | AFT | NEA/ AFT | NEA | AAUP | Indep. | Total |
|---|---|---|---|---|---|---|
| Percentage of Units Reporting Arbitration | 43.5% | 57.1% | 25.5% | 25.0% | 53.8% | 34.9% |

*Table 9. Percentage of Units Reporting Arbitration by Type of Control*

| | State | State/ Local | Local | Indep. | Church | Total |
|---|---|---|---|---|---|---|
| Percentage of Units Reporting Arbitration | 35.8% | 37.5% | 38.2% | 22.2% | 0.0% | 34.9% |

*Table 10. Percentage of Units Reporting Arbitration by Level of Highest Degree Offered*

| | Assoc. | BA | MA | PhD | Total |
|---|---|---|---|---|---|
| Percentage of Units Reporting Arbitration | 37.2% | 14.3% | 23.0% | 50.0% | 34.9% |

*Table 11. Distribution of Arbitrated Cases per Institution by Union Affiliation*

| Union: | AFT | NEA/ AFT* | NEA | AAUP | Indep. |
|---|---|---|---|---|---|
| No. of institutions | 23 | 6 | 51 | 12 | 13 |
| Total arbitrations reported | 40 | 8 | 61 | 5 | 37 |
| Arbitrations per institution | 1.74 | 1.33 | 1.20 | 0.42 | 2.85 |

*SUNY is excluded.

*Table 12. Distribution of Arbitrated Cases per Institution by Type of Control*

| Type of Control: | State* | State/ Local | Local | Indep. | Church |
|---|---|---|---|---|---|
| No. of institutions | 27 | 32 | 34 | 9 | 3 |
| Total arbitrations reported | 66 | 40 | 42 | 3 | 0 |
| Arbitrations per institution | 2.44 | 1.25 | 1.24 | 0.33 | 0.00 |

*SUNY is excluded.

*Table 13. Distribution of Arbitrated Cases per Institution by Level of Highest Degree Offered*

| Degree Level: | Assoc. | BA | MA | PhD* |
|---|---|---|---|---|
| No. of institutions | 78 | 7 | 13 | 7 |
| Total arbitrations reported | 99 | 2 | 23 | 27 |
| Arbitrations per institution | 1.27 | 0.29 | 1.77 | 3.86 |

*SUNY is excluded.

There is an obvious potential for interaction among these factors in the developing trends of arbitration of grievances. Certain unions representing faculty at certain kinds of institutions will probably develop markedly different histories with respect to the frequency with which arbitration is employed. The best conclusion that we can reach with our present data is that the use of arbitration is as yet an unpredictable factor in the conflict resolution equation. This is clearly a problem that bears further watching, especially in those locations where it has been used frequently, such as CUNY. However, it is just as significant that no arbitration has occurred over a wide spectrum of institutions. In this case, its nonoccurrence is every bit as interesting and significant as its occurrence, and future studies should attend to both patterns.

*Correlates of Formal Grievance Procedure Adoption: Noncontract Institutions*

This section is undertaken as an attempt to gain insight into the movement toward increasingly formal and specific means for resolving institutional conflicts. Institutions with negotiated contracts represent one extreme among the range of contemporary solutions. In our noncontract sample, two other solutions are represented: those institutions that remain dependent upon traditional, unformalized means of dealing with faculty-institution conflicts, and an intermediately postioned group of institutions that has not gone to the solution of negotiating formal procedures, but rather has adopted some of the practices common to the more formalized labor-management model.

Virtually all institutions with negotiated contracts have formalized grievance procedures as part of the agreement. One exception occurred among the contracts analyzed for this study.

Among the control institutions, 64 reported having a grievance procedure, while 43 reported having none. Obviously, there is a much lower probability that a noncontract institution will have a grievance procedure (59% vs. 100%) in effect than would be the case at a contract institution.

*Institutions in the nonbargaining sector that had adopted formal grievance procedures tended to be larger, more frequently under the control of the state, more frequently located in the northeastern states, and more frequently offered either the baccalaureate or the doctorate as the highest degree than institutions that had not adopted grievance procedures.*

The control institutions having grievance procedures were compared to those not having grievance procedures according to several gross institutional characteristics. First, the mean size in student enrollment (1971 data) was computed for the structural unit covered by the procedure. Mean size of nongrievance procedure institutions was 3,664 FTE students, while the mean size of control institutions with grievance procedures was 8,293 FTE students. Thus, among institutions that match those presently negotiating or operating with a formal agreement, size appears to be an indicator of the formality with which conflict is handled. Units covered by grievance procedures are roughly twice as large on the average as those with no such procedure.

Table 14 compares the distribution of noncontract institutions according to type of control and presence or absence of a grievance procedure. Among the public institutions, there is a clear tendency for state level control to be associated with the presence of formal grievance mechanism. The assertion gains weight when type of institution is held constant. All purely local control cases and combined state and local control cases are community colleges. Incidence of formal grievance machinery is plainly higher in the latter group, which has some element of state control. The purely state control cases are mixed as to type of institution (state colleges and universities as well as community colleges), but the presence of state control is still more directly associated with presence of a formal grievance mechanism than is the case where only local control is present. The effects of size and other factors may be confounding variables, but the data nevertheless offer clear indications that state control alone is a determinant of formalized grievance processing.

Among private institutions, of which there are too few to generate any sort of powerful inference, secular versus church control appears to offer a potent break. It would appear from the data in this study that church-related institutions are less formal about managing faculty-institution conflict than their more secular counterparts.

*Table 14. Type of Control and Presence of a Grievance Procedure: Noncontract Institutions*

| Type of Control: | State | State/ Local | Local | Indep. | Church | Total |
|---|---|---|---|---|---|---|
| Percentage adopting formal grievance procedure | 62.2% | 66.7% | 50.0% | 90.0% | 33.3% | 59.6% |

*Table 15. Degree Level of Noncontract Institutions and Adoption of Formal Grievance Procedure*

| Highest Degree Offered: | Assoc. | BA | MA | PhD | Total |
|---|---|---|---|---|---|
| Percentage adopting formal grievance procedure | 56.3% | 83.3% | 57.1% | 77.8% | 59.6% |

*Table 16. Location by Accrediting Region and Adoption of Formal Grievance Procedure: Noncontract Institutions*

| Accrediting Region: | New England | Middle Atlantic | North Central | South | North West | West | Total |
|---|---|---|---|---|---|---|---|
| Percentage adopting formal grievance procedure | 77.3% | 70.0% | 52.4% | 50.0% | 54.5% | 40.0% | 59.6% |

Table 15 relates the highest institutional degree offered to presence or absence of a grievance procedure among the noncontract institutions. The results are rather paradoxical and somewhat difficult to interpret. The distribution of associate and master's degree granting institutions appears to be parallel, the distribution of baccalaureate and doctorate degree granting institutions appears parallel, and the patterns of these two pairs seem quite different. The baccalaureate-doctorate pair appears much more reliant upon formal grievance machinery than does the associate-master's pair. Source of control (public-private) seems not to be a potent confounding variable. Baccalaureate institutions are almost all private, master's institutions almost all public, and doctorate institutions are about evenly split. Associate institutions are virtually all public. Hypothetically, the common thread running through the baccalaureate-doctorate pair is the arts and science presence, which is not so closely present in the associate-master's pair. We can expect increasing formality of conflict resolution as faculty become more heterogenous and as they become more responsive to universal norms. Especially interesting in these distributions is that unionization, the *sine qua non* of secular forma-

lization of relationships and procedures, is heaviest among associate and master's degree granting institutions.

The first possibility is to suggest there is a closer matching of bargaining institutions with control institutions on the baccalaureate-doctorate pair, and that our control sample for this pair is unrepresentative of the general population and more nearly representative of the organized institutions. This explanation has credence. The few organized institutions in the baccalaureate-doctorate segment of higher education are distributed quite randomly and are easily matched by similar, unorganized institutions. The organized associate-master's institutions, however, tend to accumulate within a few states and matching them frequently led across state lines. This explanation suggests caution should be used in interpreting these results.

Some previous work (Dunham 1969) suggests an emphasis on conventional and conservative values among constituents of the master's level public institutions. Jencks and Riesman (1968) contended that associate level institutions, as "anti-university colleges," explicitly embraced the values of localism, anti-intellectualism, and protection of community values against the meritocratic tidal wave. It is at least possible that the cosmopolitanism and professionalism embraced by the arts and science faculties demand both formalistic and universalistic rules *and simultaneously* the rejection of "unionism" as the route for attaining them.

The community college population represents the most "organized" segment of higher education, but our control sample of community colleges is of the various types least like the bargaining population, as measured by adoption of formal grievance machinery. Either one must accept the fallibility of the matching process or community colleges apparently represent a wider range of organizational adaptation than do other types of institutions.

Table 16 profiles the presence or absence of formal grievance procedures in noncontract institutions by accrediting region. Column totals in this table are fairly accurate representations of the distribution of collective bargaining activity across the nation, which supports the basic integrity of the matching procedure on this variable. Clearly, the trend to adopt formalized faculty-institution relations is most marked in the northeast quadrant of the United States. Noncontract institutions in both the New England and Middle Atlantic accrediting regions are much more likely than noncontract institution in other regions to adopt formal procedures. It is in these areas (most notably New York, Pennsylvania, New Jersey, and Massa-

chusetts) where union activity among faculty has been especially strong. The North Central area represents more variance among states in level of union activity, with big labor states such as Michigan and Illinois being far advanced down the bargaining route but with other states such as Indiana and Ohio lagging behind. Our profile seems to reflect this intraregion variance, in that the control institutions simply do not "match" the organized population as well.

*Impact of Collective Bargaining on Conflict Management Practice*

*Use of the grievance procedure, however measured, is greater in the bargaining sector than in those nonbargaining institutions that have adopted formal grievance resolution machinery.*

Our survey produced 16 matched pairs of institutions for which reliable and complete data concerning grievance processing were available. One member of each pair was operating with a contract, while the other had a grievance procedure but was not in a bargaining relationship with faculty. The final size of this sample was affected by two important constraints: (1) nearly one half of the noncontract sample did not have grievance procedures to begin with; and (2) of those institutions that did have grievance procedures, reliable data on grievance processing was hard to find.

The 16 contract institutions reported a total of 272 grievances filed while the 16 noncontract matched institutions reported a total of 153 grievances. This was an average of 17.0 per contract institution and 9.56 per control institution. Using other estimates of the levels of grievance processing in the bargaining and nonbargaining sectors, we concluded that the level of grievances filed ranged from two to five times higher where a collective bargaining agreement was in effect. These other estimates accepted some data of questionable reliability and dispensed with the controls for institutional characteristics used earlier. It is clear that whatever measures are employed the level of grievance processing appears to be considerably greater in the bargaining sector.

The same trend appeared when we measured data for appeals filed. The base figure was the number of step one decisions appealed to any higher level. Seventeen matched pairs reported reliable data, yielding totals of 145 appeals among contract institutions and 22 appeals among control institutions. Appeals per institution totalled 8.53 for the contract group and 1.29 for the control group. Other estimates led to the conclusion that appeals activity ranged between

6.5 and 8.5 times as high in the bargaining sector as in the non-bargaining sector.

*State Laws and Faculty-Institution Conflict Resolution*

*State legislation currently in effect structures faculty-institution in a wide variety of ways. In many cases specific parts of the legislation directly structure procedures for handling faculty-institution conflict.*

Three basic models characterize the states in their statutory approach to the regulation of faculty-institution relations. Nearly half the states provide for public employee bargaining in such a way as to include college and university faculty. These laws vary with respect to the way in which they structure grievance processing and other aspects of conflict resolution. Some are silent, some mandate grievance procedures as a subject for negotiation, and others make it more explicit as to precisely how conflicts will be handled under negotiated agreements. Secondly, a small but growing number of states have either legislated procedures by which faculty and institutions must resolve certain kinds of disputes or have provided for dispute resolution through state-level administrative regulations. Finally, a large but shrinking number of states leave faculty-institution relations to the individual institution's discretion.

## Discussion and Conclusion

This section will summarize the principle findings, raise several policy issues concerning the management of faculty-institution relations, and suggest directions for future study.

*General Conclusions*

The present study has affirmed several points. Collective bargaining does indeed seem to make a substantial difference in the methods and process of conflict resolution observed in colleges and universities. Tighter, more formal, more adversary, more universalistic procedures seem to emerge in negotiated agreements. Reliance on formal authority is greater and sources of external review are more frequently provided. Patterns of use of these procedures vary, but the grievance procedure is more frequently used in the bargaining sector than in the nonbargaining sector. Also, collective bargaining in many ways seems to represent only the beginnings of a wave moving through faculty-institution relationships.

What characterizes agreements at collective bargaining institutions also increasingly characterizes faculty employment relations policies at nonbargaining institutions. The secular and more universal procedural rules of public labor relations are gradually being applied in the academic context. This application has proceeded unevenly, though, and important differences can be recognized among various sectors of the college and university system.

The bargaining sector has made greater strides in its acceptance of procedurally tighter rules for faculty-institution relations than its nonbargaining counterparts. While the formal grievance procedure is always a part of a negotiated agreement, it is only present at between one-half and two-thirds of the noncontract institutions matched for their similarity to bargaining institutions. Reliance on binding arbitration is more common, as is the willingness of the parties—especially faculty and their unions—to submit disputes to arbitrators. Similarly, unionized institutions found faculty and unions using the grievance procedure and appealing through its levels more often than nonunionized institutions. There is less peer review, fewer joint faculty-administrative review steps (and so presumably a more adversary, less mutually responsive process), and a generally more formal procedure under collective bargaining agreements.



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But even within the bargaining sector, there are major differences in practice. Unions apparently differ in their approach to the negotiation of a contract as well as to its administration through the grievance procedure. Institutional types differ with respect to the locus of control in the dynamics of conflict management process in the bargaining as well as the nonbargaining sector. Larger, more public, graduate degree granting and community colleges cluster toward the more explicit labor-management end of the range. Baccalaureate, more private, and smaller institutions veer toward a more traditional mode of relationships not unlike the reserved, shared-responsibility, professional-organization model usually associated with the AAUP policy positions.

Colleges and universities are obviously no longer the norm-governed (and so communal) institutions they once were supposed to be. The ideal of the mutually responsive professional community that engaged in self-government based on philosophy of shared authority does not square with the practical realities of open recognition of conflicting interests that are fundamental to the point requiring external arbitration as a last resort. In the bargaining mode, administrators dispense institutional justice, even though procedurally regulated, and faculty, backed by the force of their bargaining agent, seek their version of equity through continued appeals. The premise of this process of grievance resolution is quite different from the premise of shared authority. Reason, persuasion, and domestic decision making, a veritable pantheon of traditional academic values, are replaced by contention, plea, and formal authority.

These general conclusions are supported by some of the specific differences among institutions. It seems clear that as the locus of control becomes more remote from the faculty and more secular in character, the way an institution manages its conflicts will become more formal and more dependent on secular law. Conversely, the more important communal and localized values are for the institution, the less dependent it will tend to be on universalistic, impersonal procedure. So it is concluded from the findings that state level control and multicampus organization are associated with the development and use of more elaborate forms of procedural protection based on the secular labor relations model.

*Policy Issues*

Several key policy issues emerge from the findings of this study. A brief statement of the issues is given and an analysis of problems associated with these issues is presented.

*Grievance procedures and similar conflict management mechanisms will neither cure an institution of conflict nor handle all of the issues that divide a campus.*

Two trains of thought lead us to this conclusion and its corrolary question, How can an institution deal with conflicts and issues that lie outside the scope of a grievance procedure? First, contract grievance procedures are usually restricted with respect to the scope of issues that are grievable. Usually these issues fall within a narrow range. Obviously, a campus will have to deal with a much wider scope of problems than the "terms and conditions of employment" or "application of the contract." So once a collective bargaining agreement and its grievance procedure are in place, one cannot and should not assume that they contain the vehicles for resolving basic issues that will confront an institution.

Second, grievance procedures are fundamentally oriented to providing redress for individuals. They provide avenues for corrective application of the contract in specific cases, which are restricted as to facts, time, place, and parties. They do not and cannot provide for the reformulation of policy, the restructuring of the organization, or the reallocation of basic values, which are essential in resolving many conflicts in academic institutions.

So, while a grievance procedure may become the vehicle for a wide range of unresolved conflict, it seems clear that noncontractual issues will have to be handled via alternative mechanisms. The integrity of campus organization will depend in part on the separation of issues and delegation of problem solving to appropriate forums.

*Grievance procedures and similar mechanisms should rely on low-level, informal resolution wherever possible, but this approach will create organizational problems that must be recognized.*

No fully standardized grievance procedure exists by which to model other procedures, but informal resolution of issues at the lowest possible level is as close to a universal principle as seems to exist in current practice. Who talks with whom under what conditions during this process apparently is not important. The lowest level at which resolution can take place is plainly the level at which resolution is simplest, least costly, least formal, and lowest in precedential value.

The problems of low-level resolution lie essentially with inconsistencies across cases. In areas where no norms exist to resolve differences, the parties may reach compromises based on relative power positions rather than on principle. An organization can awaken sud-

denly to find its practices have evolved with considerable variations under the lowest level principle of conflict management. This, of course, is where appeals become crucial: resolving differences among various line departments in their handling of specific kinds of cases.

It may be that under a contract or more traditional arrangement an institution will not have sufficient feedback from low-level confidential discussions to be aware of such conflicts. Thus, a monitoring systems of some kind seems appropriate in the absence of a more positive articulation of policies and norms. Defacto policy decisions may emerge from a decentralized, compromise-oriented decision system that later bind the institution or its faculty to solutions that are wrong or inequitable from either point of view. A systematic filing of low level decisions therefore seems essential to both parties, especially where policy guidance is not available for given decisions. A number of the reviewed procedures seem to handle this problem by making the lowest level a two-phase step. Informal agreement is the first approach, but if the parties cannot reach a resolution the matter is reduced to writing and the conflict thus opened to further appellate review with issues and positions clearly and permanently stated.

*Designing the appeals process requires attention to several important questions; (a) the place of peer review, (b) the number of steps needed, and (c) the nature of top-level administrator involvement.*

A prime factor in keeping a social system in a stable and peaceful state lies in the ability of its institutions to absorb and resolve conflict on a continuing, issue-by-issue basis. Accordingly, any mechanism designed to control conflict should be straightforward enough to yield prompt and effective solutions to individual problems.

Overly complex procedures will almost certainly result in the stifling of important issues in unresponsive mechanisms. While such procedures may be designed with a scrupulous fairness, they may also insure a continuously boiling pot of dissatisfaction. When redress becomes too difficult to obtain through the established procedures, the system faces outbursts of conflict that may be commensurate with the degree of blockage in the institutions designed to manage or resolve conflict.

Just as certainly, the first level of a grievance procedure--usually between a faculty member and his immediate supervisor—may ulti-



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mately yield little satisfaction. If this is not because the parties have some kind of fundamental disagreement, it is because one or both are essentially powerless to restructure the contract, institutional policies, or other rules governing their relationship. They must have effective recourse to dependable review and a source of consistent, even-handed application of campus law.

Accordingly, appeal rights must account for both the need to provide effective justice, meaning prompt review, and the need for consistency in application of the rules, meaning deliberative review. Basically, these two requirements point toward access for conflicting parties to the highest levels of campus authority in a short time. But it is of course politically impossible for a president, or even a dean, to expend himself in the continuous grind of grievance resolution. Thus, screening devices need to be built in to ensure that only the most serious and complicated issues ultimately confront top level administrators.

Peer review at some point has two justifications: (1) a decision is required that must be based upon the substantive expertise of faculty, and (2) the conflict resolution process is treated as a continual bargaining process through which faculty and their employers reach a series of temporary working agreements over the meaning of the rules. Clearly, where the rules can only be changed through the collective bargaining process, the arguments are stronger for faculty (union) involvement in the grievance resolution at the lowest levels. However, as long as there are other legitimate instruments of policy change, faculty will presumably be involved in whatever legislative process follows important disputes and their resolution or nonresolution. Thus, the arguments for some measure of faculty involvement in the review of grievances seem stronger where collective bargaining agreements are in force.

Considerable argument exists for building in some kind of selective faculty review where conflict resolution procedures are general, and where the issues that might be brought into such procedures may involve judgments about faculty competence or performance or other substantive issues that would require peer assessment. Thus, as issues arise there might be a case-by-case review of the need for peer review at one or more steps.

It does seem unnecessarily redundant for peer involvement to occur at each level of the appeals procedure. If individual issues must be bargained repeatedly, the whole process runs the risk of stifling individual redress and ultimately of increasing the level of conflict

within the system. Thus, some kind of selective involvement of faculty should probably be scheduled. The selectivity would be with respect to issues as well as with respect to level of involvement.

*Grievance procedures and due process mechanisms are based on different assumptions. Therefore, trying to make either kind of mechanism do double duty will short-circuit the purposes of both.*

Grievance procedures are designed to keep policies, agreements, and rules in working order as long as they are in force. They are created to give some kind of redress to individuals who allege unfair application or misinterpretation of agreements already in force. Due process procedures are designed not to interpret policy but to protect individuals when the institution moves to deprive them of liberty or property (privileges, contract rights, etc.). The grievance procedure provides retrospective review of some act. The due process procedure provides review before the action is taken. Redress or adjustment is the goal of the grievance procedure. Fairness is the goal of the due process mechanism.

Technically, the grievance procedure is broader and, in fact, subsumes the due process structure. If an alleged error occurs in the due process phase, a faculty member would presumably use the grievance procedure to obtain redress. At the same time, the grievance procedure is designed to handle the broad range of everyday governance and personnel matters that provoke conflict. Due process is normally available only in rare circumstances where a full adversary proceeding is essential to protect both constitutional and equity rights of faculty faced with severe penalties. Grievance procedures cannot provide the essential fairness in these cases, nor can due process procedures provide the swift and continuous adjustment of policies to the daily contests marking academic life. Thus, strong arguments exist for keeping the two kinds of procedures separate and distinct.

*In the case of a bargaining agreement, we have noted that bargaining agents frequently have rights distinct from the rights of individual faculty members in the processing of grievances. Important questions can be raised with respect to the exact nature of these rights.*

Most procedures give the agent a right to appeal grievances, to invoke arbitration, to be informed of all decisions, and similar rights. In some cases, the initiative is removed from the individual faculty member, leaving his interests solely in the hands of a third party.

There is clearly the danger in some loosely structured grievance mechanisms that individual bargaining agents might turn the process into a pursuit of their own self-interests. Whether the union grievance resolution as a grandstand play for membership or whether it is more conservative in the interest of winning important contests of principle will depend on many factors.

On the other hand, the advantages of including a bargaining agent or other faculty representative in grievance resolution are clear. Understandings can be reached between the two sides on issues of principle at relatively early stages and expensive confrontations can be avoided. Individual faculty will inevitably lose some power with the intervention of a third party, but they will presumably gain consistency in the application of institutional policies and in collective support of legitimate grievances.

*Arbitration of grievances may be carefully circumscribed so that it poses no threat to institutional autonomy or academic standards.*

The introduction of binding arbitration to faculty-institution conflict resolution has been a particularly threatening matter. It need not be, however. The crux of the matter lies in the latitude given to the arbitrator in the beginning. Many agreements carefully circumscribe the arbitrator's powers to procedural matters only: He is specifically prohibited from altering or adding to the agreement in other cases. And in some cases he has advisory powers only. While the arbitrator's role may be structured by state law, it is usually well within the power of the parties to agree to a narrow function for an arbitrator.

It is also possible to avoid arbitration of grievances and the undesirable effects of outside intervention generally by reaching agreements that are sufficiently plain, specific, and comprehensive in language so as to eliminate the need for outside interpretation. Similarly, as long as the parties are able to confer in good faith over the meaning of agreements, policies, and practices, they can theoretically reach satisfying compromises with one another well before the arbitration stage. Finally, as long as the two sides live within the letter and spirit of mutually agreed to policies, no arbitrator will have the ability to impose or enforce alien standards on the academic community.

*Needed Research*

There are two basic lines of research that need to be pursued. In the broadest sense, continuing study is needed of the way in which

different approaches to conflict management succeed or fail in enhancing campus stability and educational effectiveness. Where we have attempted to show the *structural* differences between conflict management under collective bargaining and under more traditional arrangements, intensive analysis of the *process* is due at this stage.

The focus of future research should emphasize several key points. First, the prevalence of informal resolution as the prime element in the mechanisms that have been reviewed should be studied. Who talks with whom about what at this level and how much is resolved through what kinds of agreements needs a thorough descriptive treatment.

Second, an anlysis of the issues that generate conflict needs to be undertaken. What the nature of persistent discontent reflects may, when studied across institutions, lead to a better sense of the kinds of basic structural reform in academic institutions that would release human potential for more effective goal accomplishment.

Third, the role of external parties or authorities in dispute resolution should be described. It is clear that unions, arbitrators, mediators, and the courts are all increasingly taking roles in the settlement of campus conflict. While we know that they are involved, little is known about the roles played or the impact of these outside agents.

Fourth, assessment of the efficiency of existing procedures is needed. One of the important qualities of an effective conflict management mechanism is its ability to handle cases and issues promptly by yielding both fair judgments and swift adjustment of the conflicting interests. Specific attention should be paid to the elements of existing mechanisms that either block or facilitate resolution, and to the response of grievants to the treatment afforded them under the processes employed.

The second major line of research is distinctive for its emphasis on longitudinal analysis. We have attempted a one-shot descriptive study, and the foreseeable future will no doubt bring more of such studies. Nothing guarantees consistency in the design of these studies, and it takes little imagination to project the status of research on conflict management a few years ahead and find a frustrating lack of systematic observation and analysis. Consequently, it seems imperative to begin promptly a longitudinal study. Not only are we presently experiencing the early stages of new modes of conflict resolution in higher education, but we will ultimately need more systematic knowledge than is presently available if we are to develop more sophisticated ways of handling disputes. Construction of baseline in-

formation in the present context will be particularly valuable if we can ultimately use it for later adaptations.

It is essential in this context that institutions monitor their own conflict resolution processes. Our work has uncovered an alarming lack of institutional recordkeeping, which simply means that both those institutions and the broader academic community will be denied the opportunity to learn from the past. It is urged, accordingly, that formal recordkeeping systems be developed wherever possible so that later systematic studies might benefit from the availability of clear and valid sources of information.

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